

Date December 5, 2011

**APPROVING THE 2011 LETTER OF AGREEMENT FOR THE
HOLIDAY FOOD PROJECT WITH THE CATHOLIC PASTORAL CENTER**

WHEREAS, the City of Des Moines Holiday Food Project has used the Catholic Pastoral Center each December since the early 1990s to receive food donated by the community for the City's Holiday Food Project and the Housing Services Department desires to use such Center during the month of December 2011; and

WHEREAS, the Catholic Diocese of Des Moines is requesting that the City execute the attached Letter of Agreement for the Holiday Food Project at the Catholic Pastoral Center, which allows use of their Center; and

WHEREAS, the Catholic Diocese of Des Moines is also requesting that the City execute the attached Hold Harmless Agreement, in addition to the Letter of Agreement.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the Letter of Agreement for the Holiday Food Project at the Catholic Pastoral Center and Hold Harmless Agreement are hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to sign the above-referenced Letter of Agreement and Hold Harmless Agreement on behalf of the City and the City Clerk is hereby authorized and directed to attest to his signature.

(Council Communication No. 11-735)

APPROVED AS TO FORM:

Moved by _____ to adopt.



Michael F. Kelley
Assistant City Attorney

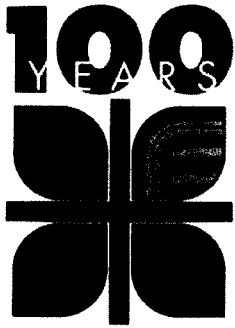
COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
TOTAL				
MOTION CARRIED		APPROVED		
_____ Mayor				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk



1911 - 2011

Diocese of Des Moines

*A Journey Together
Celebrating Evangelization:
Past, Present and Future*

November 18, 2011

City of Des Moines
Community Services Division
602 Robert D. Ray Drive
Des Moines, IA 50309
Att. Marci Rafdal

Re: Letter of Agreement for Holiday Food Project at the Catholic Pastoral Center

Dear Marci:

This is a letter of agreement for the City of Des Moines and the Catholic Diocese of Des Moines concerning the Holiday Food Project (HFP) to be held at the Catholic Pastoral Center (CPC) during the month of December. The purpose of the City of Des Moines Holiday Food Project is to gather and distribute food to the needy during the holiday season.

By signing this letter you agree to the following:

1. The City of Des Moines will provide proof of its self insurance coverage in the form of a letter describing its self insurance coverage and retention to the Catholic Diocese of Des Moines. The City of Des Moines will also provide a Hold Harmless Agreement in a form similar to the one attached to this letter of agreement.
2. The City of Des Moines will provide its own labor for the HFP.
3. The Diocese will provide rent free the first floor meeting space of the Catholic Pastoral Center for the HFP. The basement of the CPC is not open to use for the HFP.
4. The dates reserved for use of the First Floor of the CPC are 12/5/2011 to 12/21/2011.
5. Access to the CPC will ordinarily be limited to the normal operating hours of 8:30 a.m. and 4:30 p.m. Additional access for evening work will be permitted with the understanding that CPC entrances will remain secure at all times. Consideration will also be given to use of the CPC for distribution of food on one Saturday. Keys will not be made available to HFP staff or volunteers.
6. HFP staff will supply and use their own carts, two-wheel hand-trucks, and office supplies. Three tables and up to fifteen chairs will be provided by the CPC.

Phone (515) 243-7653 • Fax (515) 237-5070

601 Grand Avenue, Des Moines, IA 50309 • www.dmdiocese.org

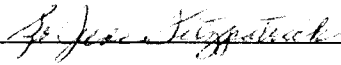
Office of the Chancellor

Sr. Jude Fitzpatrick, CHM
Chancellor
jfitzpatrick@dmdiocese.org

515-237-5048

*The celebration symbol of
the cross surrounded by
fields and furrowed soil
was created for the
papal visit in 1979.*

7. Disposal of trash generated by the HFP will be the responsibility of HFP staff/volunteers. CPC staff will provide one garbage bin for the disposal of that trash.
8. Vehicles used for loading and unloading are to be parked in the street or alley. If the alley is used, we request that vehicles not park on the steel grate adjacent to the alley. Meters will be bagged on only one side of Sixth Avenue. Vehicles are prohibited from parking, loading and unloading on the CPC property.
9. Use of the CPC parking lot across Sixth Avenue and driveway adjacent to the building is prohibited except for the Saturday when food is distributed.
10. Curtains will be closed at the end of the day by HFP staff, reducing the view of curiosity seekers, etc. in the evening.
11. The carpet on the first floor will be vacuumed and the hard floors swept and mopped by HFP staff/volunteers. Any large messes generated by the event shall also be cleaned by HFP staff/volunteers.
12. During and at the end of the HFP, CPC and HFP staff will discuss how the operation is going. If needed they will propose any changes to the following year's letter of agreement. The letter of agreement may be renewed each year with signatures of both parties.

 Sr. Jude Fitzpatrick 11-18-11 Date

_____ City Official _____ Date

HOLD HARMLESS/INDEMNITY AGREEMENT
CATHOLIC PASTORAL CENTER

Activity Participant or Facility User: City of Des Moines

Type of Activity or Usage: Holiday Food Project

Dates of Facility Usage: 12/5-12/21/2011

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the Diocese of Des Moines against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER or any of their agents, family members, volunteers, helpers, partners, organizational members which arise out of the above named ACTIVITY OR USAGE at the Catholic Pastoral Center.

ACTIVITY PARTICIPANT OR FACILITY USER agrees to provide a certificate of insurance to the DIOCESE, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. ACTIVITY PARTICIPANT OR FACILITY USER also agrees to have the DIOCESE named as an "Additional Insured" on its general liability policy for the DATES OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of ACTIVITY PARTICIPANT or FACILITY USER'S operations or are brought against the DIOCESE by ACTIVITY PARTICIPANT or FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. ACTIVITY PARTICIPANT or FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the DIOCESE.

If and only if the above named ACTIVITY PARTICIPANT OR FACILITY USER fails to comply with the above (second) paragraph, then the ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the Diocese of Des Moines for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the YEAR BEGINNING WITH THE DATE INDICATED BELOW that is brought against the DIOCESE by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the DIOCESE, its employees or agents or ACTIVITY PARTICIPANT OR FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

Signed By: _____

Name (Please Print): _____

Date: _____